

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Update Section 8.15 "Purchasing Policy" of the Seminole County Administrative Code

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Ray Hooper

EXT: 7111

MOTION/RECOMMENDATION:

Adopt the resolution amending Section 8.15 "Purchasing Policy" of the Seminole County Administrative Code.

County-wide

Ray Hooper

BACKGROUND:

The Board approved a resolution on April 10, 2007, modifying the numbering system of the Purchasing Policy under 8.15 to reflect the recent reorganization plan and to remove the authority of the Library Services Director and be placed under the authority of the Leisure Services Director for Section 8.153. During this update, the numbering of the paragraphs were changed but the numbering of the text did not get modified. Therefore, the attached resolution reflects the numbering correction along with minor changes that are highlighted and summarized as follows:

- * Changed areas that were referenced from Fiscal Services to Administrative Services based upon the recent reorganization.
- * Added the Assistant County Manager to be part of the evaluation team for procurements greater than \$1M.
- * Changed Article VIII, Purchasing Card, whereas the reference to a separate travel card program is eliminated since both travel and purchase expenses now occur on one card.
- * Miscellaneous changes in reference to the Seminole County Code instead of the Seminole County Purchasing Code.

STAFF RECOMMENDATION:

Staff recommends the Board adopt a resolution amending Section 8.15 "Purchasing Policy" of the Seminole County Administrative Code.

ATTACHMENTS:

1. Resolution
2. 8.15 Purchasing Policy

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

RESOLUTION NO. 2007-R-_____

SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED
MEETING ON THE ____ DAY OF _____, 2007.

WHEREAS, Seminole County Ordinance No. 89-28 created the
Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-
R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be
amended from time to time to reflect changes in the administration
of County government, and

WHEREAS, the Board of County Commissioners desires to
incorporate changes to paragraph numbers in the Purchasing Policy
portion of the Administrative Code due to the County
Reorganization,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THAT,

The Seminole County Administrative Code is hereby amended by
revisions, deletions and additions in Section 8.15, "Purchasing
Policy", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

AEC/sjs
Attachment
Section 8.15, "Purchasing Policy"

P:\CAO Protected\Admin Samples\Admin Resolutions\07Resolution for 8.15 Purchasing#2



SECTION 8. ADMINISTRATIVE SERVICES

8.15 PURCHASING POLICY

I GENERAL INFORMATION

8.151 PURPOSE. The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by this County, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. The revised Purchasing Administrative Code approved by the Board will supersede and replace all other Administrative Code provisions, Policies and Procedures for implementing this part.

8.152 PURCHASING COMMITTEE CREATED; POWERS AND DUTIES.

The Purchasing Committee, hereinafter "Committee," is hereby created.

(1) Composition: The Committee shall be composed of the following officials and employees who shall be appointed by the County Manager as needed without additional compensation:

(a) Positions:

- (i) Deputy County Manager
- (ii) Fiscal Administrative Services Director
- (iii) Purchasing and Contracts Manager
- (iv) County Attorney or designee
- (v) A County Department Director
- (vi) A County Division Manager
- (vii) A County professional, mid-management, or supervisory employee

(2) Powers and Duties of the Committee. The Committee shall:

(a) Propose, review and recommend to the County Manager procedures consistent with ~~T~~this ~~S~~section, and the Seminole County ~~Purchasing Code~~ governing the procurement, management, control, and disposal of any and all supplies, services, and construction for the County. The Committee shall have the power to audit and monitor the implementation of procedures as adopted by the County Manager and the require-



ments of ~~T~~^This Section, but shall not exercise authority over the award or administration of any particular contract, or over any dispute, claim, or litigation pertaining thereto.

(b) Review recommendations on standardization on the use of brands, makes and/or types of supplies or both. Standardization is authorized by the County Manager and is based on compatibility of equipment, cost savings to the County, ease of maintenance or any other grounds found to make standardization in the best interest of the County. After its adoption, each standard specification or brand shall, until revised or rescinded, apply in terms and effect to every future purchase and contract for the supply described in such specification. However, any user department if approved by the County Manager can be exempt from utilizing the standard specification. The Committee must receive written documentation, requesting an exemption and stating why an exemption is needed. All specifications shall be definite and certain and shall permit and encourage competition to the maximum extent possible consistent with accomplishing the purposes of the user department. The duration of the standardization should be no greater than six (6) years and a review shall occur when necessary to reflect any technology advances/changes that shall occur when necessary to reflect any technological advances/changes that might make replacement more economical over the life expectancy of the system.

8.153 DELEGATIONS TO OTHER COUNTY OFFICIALS.

(1) The Board of County Commissioners has the right to award all contracts except as otherwise provided in the Seminole County Administrative Code. The Board of County Commissioners may, by resolution and amendment to this provision, delegate authority to award contracts for supplies, services, or construction to other County officials. Individuals that have been delegated authority will have to sign a "Statement of Responsibility" and will be held accountable for all actions occurring under their authority. Anyone having authority to make any purchase exceeding FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) must file with the Supervisor of Elections within the county in which he or she permanently resides, a statement of financial interest. As to those contracts which the Board retains the right of award, the Board shall have authority to review, modify or set aside all previous administrative determinations, whether appealed or not, made in the course of the procurement.

(2) All Department Directors or their designee shall have the authority to authorize purchases of goods and services in accordance with Section 220.41 (Emergency Procurement) and Article VIII, Purchasing Card, Subsection ~~22.241~~ 8.1541.

(3) The Director of Library Services has the authority to award purchases, leases, or acquisitions of books, pamphlets, periodicals, maps, audio-visual, electronic databases and other library materials not to exceed TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). Purchase, lease, or acquisition of the aforementioned library materials is exempt from the encumbrance of funds prohibition of Section 220.15, Seminole County Code. The Director of Library Services shall have the authority to sign all purchase orders in excess of TWENTY FIVE THOUSAND AND NO/100 DOLLARS



(\$25,000.00) for library material purchases, leases, or acquisitions that have been awarded by the Board of County Commissioners, County Manager or Purchasing and Contracts Manager, provided, however, that the Director of Library Services shall indicate on the face of the purchase order the date when the purchase was awarded by the Board of County Commissioners, County Manager or Purchasing and Contracts Manager. Internal purchasing procedures for library materials shall be developed by the Director of Library Services and be approved by the Purchasing and Contracts Manager prior to this subsection taking effect.

(4) The Director of Leisure Services shall have the authority to award and execute contracts for Tennis Pros and Assistant Tennis Pros.

(5) The Purchasing and Contracts Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) including change orders, rental and software agreements and amendments. The County Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed ONE HUNDRED (\$100,000.00) including change orders, rental and software agreements and amendments. All purchases over TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and under FIFTY THOUSAND AND NO/100 (\$50,000.00) should be obtained competitively by written quotes, except as provided within the Purchasing Code or this Administrative Code. All purchases over FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) will be obtained competitively by bid, PS or RFP, except as provided within the Purchasing Code or the Administrative Code. The County Manager, Purchasing and Contracts Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Board approved budget. All purchases of goods and services, including library materials, in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) shall be awarded by the Board of County Commissioners, except as otherwise provided within the Purchasing Code or this Administrative Code. The County Manager, Purchasing and Contracts Manager or designee shall have the authority to sign all purchase orders, work orders, release orders, and amendments in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) on approved contracts within the Board approved budget. Work Orders will be processed in accordance with established processes for professional and consultant services. Purchasing will be responsible for ensuring the contract amount does not exceed what the Board has approved and the scope of service is per the contract specifications.

(6) The County Manager, Purchasing and Contracts Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing that the change does not exceed five percent (5%) of the latest approved contract value for contracts under TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) and three percent (3%) for contracts TWO MILLION AND NO/100



DOLLARS (\$2,000,000.00) and above. Amendments to contracts greater than these signature authority amounts must be approved by the Board of County Commissioners.

(7) The County Manager, Purchasing and Contracts Manager or designee shall have the authority to execute amendments to contracts to reflect a change to the company's name, due to assignments or re-organization of the firm. The County Manager, Purchasing and Contracts Manager or designee shall have authority to approve time extensions providing that the increase in cost, if any, are within the authority described above.

(8) The County Manager, Purchasing and Contracts Manager or designee shall have authority to award and execute contracts and purchase orders in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for purchase of goods if the award is to the lowest responsible bidder and the amount has been approved during the budget process. This includes piggy back from existing contracts of other public entities. If the award of the contract or Purchase Order for purchase of goods is other than the responsible lowest bidder the award will be presented to the Board.

(9) The Purchasing and Contracts Manager, with the concurrence of the County Manager, shall have the authority to settle individual claims under contract provided the settlement does not cause the total contract amount, including the settlement amount, to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). All change orders issued which modify a contract, the original and revised total cost of which exceeds ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), shall require Board of County Commissioners approval, unless otherwise specified herein. The Purchasing and Contracts Manager will notify the Board of settlements made under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

II SOURCE SELECTION AND CONTRACT FORMATION

8.154 PUBLIC NOTICE.

(1) Public notice for the construction projects shall be given in accordance with Section 255.0525, Florida Statutes. Public notice of the solicitation for goods, services over FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or construction projects more than TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) shall be given. Such notice shall include publication in a newspaper of general circulation and may be placed on the Internet. The public notice shall state the date and time of bid opening and RFP closing. Public notices shall satisfy all statutory public notice requirements.

8.155 SOURCE SELECTION.

(1) The procurement of all goods, material, equipment, services and combinations of goods and/or services by or on behalf of the Board, including those transactions through which the Board shall receive revenue, in an amount equal to or in



excess of the mandatory bid amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), shall be competitively awarded based on the submission of sealed bids, proposals submitted in response to an RFP, proposals submitted in response to a request for information/qualifications, or proposals submitted for competitive negotiations, as specifically provided in the Purchasing Code or the Administrative Code, except as otherwise provided herein, or by State or Federal law. Competitive bidding shall be the preferred method of procurement. Departmental requirements are not to be split to avoid the competitive bidding thresholds. It is in the best interest of the County to combine requirements and competitively bid these requirements to ensure a fair and reasonable price.

(a) Types of solicitations used to compete the County's requirements are Request for Proposals (RFPs), Invitations for Bids (IFBs), and Request for Information (RFIs), which are defined in Chapter 220, Seminole County Code. Request for Quotations (RFQs) are generally used for requirements under FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Some methods of procurements, i.e., A+B method, incentives, Design Build are described in the County Manager's Internal Procedures.

(b) Nothing in the foregoing shall prohibit the County from renewing purchase orders or contracts with vendors/contractors originally selected through a competitive selection process provided such renewal is within the scope of the purchase order or contract, or from Purchasing goods, materials or equipment for inclusion in a capital improvement project whose cost has been incorporated.

(c) The construction or improvement to a public building, a structure, or other public construction work that is estimated to have a cost of more than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), must be competitively awarded to an appropriately licensed contractor. See *Section 255.20, Florida Statutes*, for exception to this rule.

(d) In cases of emergency, the procedures required in this Section may be altered by the County in accordance with Section 220.41, Seminole County Code.

(e) The procedure of procuring goods and services without a formal bidding process using other public and government entities' contract commonly called "piggybacking" is authorized pursuant to Chapter 287, Florida Statutes. This also includes piggybacks of the State of Florida contracts, GSA and other Federal government contracts.

(2) Cancellation of Invitations for Bids or Requests for Proposals: An Invitation for Bids, a Request for Proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part by the Purchasing and Contracts Manager or designee, when it is for good cause and in the best interests of the County. Prior to bid opening/RFP closing, the Purchasing and Contracts Manager shall have the authority to cancel an IFB/RFP or postpone the date and/or time of bid



submission or closing for good cause. The County reserves the right to accept or reject any and all proposals.

(3) **Bid and Proposal Submission:** Proposals must be received no later than the time and date and at the location specified for bid opening/RFP closing in the solicitation. Any proposal received later or at any other location than specified will not be accepted and shall be returned unopened to the bidder. It shall be the bidders' sole responsibility to ensure that their bid reaches the specified place for receipt of bids by the specified time. The County shall bear no responsibility for any failure of the U.S. Postal Service or other courier service to successfully deliver proposals to the County. Bidders/Proposers shall be allowed to withdraw their submittals at any time prior to bid opening.

(4) **Bid Opening/RFP Closing:** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the solicitation. All proposals shall be open to public inspection per Chapter 119, Florida Statutes.

(5) **Corrections, Additions to and Withdrawal of Bids (IFBs):**

(a) The following shall govern the correction of information submitted in an IFB when that information is a material factor in determining the responsiveness of the bid:

(i) Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the Purchasing and Contracts Manager or designee prior to award. In such cases, the unit prices bid shall not be changed. When bidders quote in words and in figures on items on the bid form, and the words and figures do not agree, the words shall govern and the figures shall be disregarded. Any discrepancies in the proposal other than error in extension of unit prices will be sufficient to consider the proposal as non-responsive.

(ii) After bid opening, bidder shall not be permitted to correct a bid error that would cause such bidder to have the low bid, except that any bidder may correct errors in extension of unit prices stated in the bids, or in multiplication, division, addition, or subtraction. In such cases unit prices bid shall not be changed and such error must be readily apparent on the face of the bid form.

(iii) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from a low bidder after bid opening and prior to contract award, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the solicitation.

(b) A bidder who alleges a judgmental error of fact may not be permitted to withdraw his/her bid after bid opening. A bidder who alleges a nonjudgmental error of fact may be permitted to withdraw his/her bid only when reasonable proof that such a mistake was made. If a bidder unilaterally withdraws his/her bid without permission after

bid opening, the Purchasing and Contracts Manager may suspend the vendor from receiving new orders from the County for up to two (2) years, beginning with the date of the unilateral withdrawal, and retain any bid security submitted with the bid.

8.156 RESPONSIBLE BIDDER. Information in a bid shall not necessarily be considered conclusive at the time of bid opening, except when the Invitation for bids unequivocally states that the bid shall not be considered responsive unless the particular information is provided in the bid. The prospective contractor shall supply information requested by the County concerning the responsibility of such contractor. If such contractor fails to supply the requested information, the County shall base the determination of responsibility upon any available information or may find the vendor non-responsive if such information is not submitted within the time specified by the Purchasing and Contracts Manager. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsive, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Purchasing and Contracts Manager or designee. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility. A copy of the determination shall be sent promptly to the nonresponsive bidder or offeror. The final determination shall be made part of the contract file.

(1) The Purchasing and Contracts Manager or designee may determine that the information submitted concerning the responsibility of the bidder is so administratively inadequate as to reject the bid based on a lack of demonstrated bidder responsibility.

(2) After the bid opening, the Purchasing and Contracts Manager or designee may request additional information from the bidder concerning his/her responsibility to perform; and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a bidder. The Purchasing and Contracts Manager or designee shall consider this and all other information gained prior to the time of award or rejection in making his/her determinations and recommendations concerning bid acceptance and award.

(3) A bid shall be considered responsive only if it conforms to the requirements of the Invitation for bids concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matter unequivocally stated in the Invitation for bids as a determinant of responsiveness. A lack of conformity on these matters which is non-substantive in nature may be considered a technicality or irregularity which may be waived by the Purchasing and Contracts Manager.

8.157 PROPOSAL EVALUATION (RFP).

(1) The County will make award to the proposal that meets the requirements and criteria set forth in the solicitation and whose award will, in the opinion of the County, be in the best interest of the County. Proposals shall be evaluated based on the requirements set forth in the solicitation. Criteria that will affect the price and be considered in evaluation for award shall be objectively measurable, such as financial

capability, references, discounts, transportation costs, past performance, total or life cycle costs and overall responsiveness of the submittal. No criteria should be used in the evaluation that is not set forth in the solicitation.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether, in the County's determination, a prospective vendor/contractor has:

(a) appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

(b) a satisfactory record of performance on similar projects;

(c) a satisfactory record of integrity;

(d) qualified legally to contract with the County; and

(e) supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance, price sheets or required organizational papers.

(3) The solicitation for RFPs shall state the relative importance of price and other evaluation factors. The most responsive, responsible offeror whose proposal is determined to be the most advantageous to the County in accordance with the evaluation criteria contained in the RFP should be selected. Evaluation of offerors and/or proposals may be made in a multi-step selection or proposal process as set forth in the RFP or RFI. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Conducting Best and Final Offers shall be permitted as way of clarification and to make minor changes to the scope. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals by competing offerors.

8.158 AWARD.

(1) Award shall be made in accordance to the criteria in the solicitation and it can either be to the lowest responsive and responsible bidder or the overall best value bidder whose proposal meets the requirements and criteria set forth in the solicitation. It shall be effective upon issuance of a purchase order, execution of a contract, or written notice of award by the Purchasing and Contracts Manager or designee. In the event only one bid is received, the County may award or negotiate with the sole bidder or rebid.



(2) In the event all bids exceed budgeted funds as certified by the Fiscal Services Department or the low bidder is willing to negotiate a lower price, the Purchasing and Contracts Manager is authorized, when time or economic considerations preclude resolicitation, to negotiate an adjustment of the bid price and/or bid specifications with the low responsive and responsible bidder in order to bring the bid within the amount of budgeted funds or at a more competitive rate.

8.159 CHANGES AFTER AWARD. If there is a major change that is outside the scope of the original project or procurement as determined by the Purchasing and Contracts Manager, a solicitation must be issued as a new procurement unless an emergency, sole source or proprietary source situation exists. Should an emergency, sole source or proprietary situation exist, procurement must be made pursuant to procedures as outlined in 22.213-8.1516 of this Section and Section 220.41, of the Seminole County Purchasing Code.

8.1510 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW.

(1) Prior to Bid Opening or Closing Date for Receipt of Proposals: If, prior to bid opening or the closing date for receipt of proposals, the Purchasing and Contracts Manager, after consultation with the County Attorney, determines that a solicitation is in violation of Federal, State or County law, the solicitation shall be canceled or revised to comply with applicable law.

(2) Prior to Award: If, after bid opening or the closing date for receipt of proposals, the Purchasing and Contracts Manager, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of Federal, State or County law, the solicitation or proposed award shall be canceled.

(3) After Award: If, after an award, the Purchasing and Contracts Manager, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of Federal, State or County law, action shall be taken as required by the provisions of the law violated, or, if no specific action is required, then:

(a) If the person awarded the contract has not acted fraudulently or in bad faith:

(i) The contract may be ratified and affirmed, provided it is determined that so doing is in the best interests of the County; or

(ii) The contract may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract, plus a reasonable profit based on the portion of the contract services completed prior to the termination.



(b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the County.

8.1511 REVERSE AUCTIONS. Reverse Auctions are downward price procurement methods in which suppliers lower their prices in real time until the auction closes. Purchasing and Contracts staff will post the requirement and vendors will actively bid to provide lower pricing in an effort to receive the award. This method is useful for requirements that are well defined and commercial in nature that do not require any discussion, evaluations of proposal and would result in a cost saving to the County.

8.1512 SMALL PURCHASES/MISCELLANEOUS CONTRACTS (EXCEPT FOR PROFESSIONAL SERVICES (PS)) Consultant Competitive Negotiation Act (CCNA). Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the Internal Procedure for Purchasing and Contracting, provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this Section. The mandatory bid amount shall be FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) Written quotes shall be obtained for purchases between TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 DOLLARS (\$49,999.99.) Informal quotes shall be obtained for purchases between FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) and TEN THOUSAND AND NO/100 (\$10,000.00.) and a competitive environment should be utilized unless there is a time or quality constraint. Department/Division/Offices shall maintain documentation with their requisition on all quotes received or as to why competition was not obtained. All purchase prices must be considered fair and reasonable. Award shall be made to the business offering the lowest acceptable quotation. The name of the business submitting a quotation, and the date and amount of each quotation, shall be recorded and maintained as a public record.

8.1513 SALES TAX RECOVERY (RESOLUTION NO. 96-R-177). When construction project is proposed, it will be determined prior to the bid or proposal process, if Sales Tax Recovery Program will be utilized. Nothing herein shall prohibit the County from deleting items within the Invitation for bids and purchasing said items directly from a supplier, without further bidding, in an effort to benefit from the County's tax exempt status. When the County undertakes the construction of new or renovated facilities, the Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest to the County. Sales tax recovery can be utilized for construction of new and renovated County facilities. The purchasing provisions for sales tax recovery in County bid documents may be integrated with the purchasing criteria provided by the Florida Department of Revenue, so as to permit Seminole County's awarded general contractor for construction of new or renovated facilities to solicit material bids and to require issuance of Seminole County purchase order that will be authorized by Seminole County Purchasing and Contracts Manager or designee and said purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County.

8.1514 DIRECT PAY. Certain purchases, due to their very nature, are exempt from the competitive bid requirements. Items listed under Section 220.2(b). Seminole County Purchasing-Code are exempt and User Department/Division/Office can utilize the direct method and submit directly to the Finance Department.

8.1515 CONTRACT CLAUSES AND THEIR ADMINISTRATION. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing and Contracts Manager or designee, after consultation with the County Attorney's Office, may issue clauses providing for adjustments in prices, time of performance, audit, cost principles to be used to determine allowability of cost or other provisions as appropriate for supply, service or construction contracts, addressing, but not limited to, the subjects defined in the Seminole County Administrative Code.

8.1516 SOLE SOURCE OR PROPRIETARY SOURCE. Contracts that exceed the mandatory bid limit may be awarded without competition by the appropriate level of authority. However, the Purchasing and Contracts Manager or designee must determine in writing, after conducting a good faith review of available sources, that there is only one source or a proprietary source for the required supply, service or construction item. The Purchasing and Contracts Manager or designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.

8.1517 BRAND NAME OR EQUAL SPECIFICATIONS.

(1) Brand name or equal specifications may be used when the Purchasing and Contracts Manager determines that:

(a) No adequate design or performance specification or qualified products list is available;

(b) Time does not permit the preparation of another form of purchase description, not including a brand name specification;

(c) The nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or

(d) Use of a brand name or equal specification is in the County's best interest.

(2) Use: Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing and Contracts Manager and the Department Director make a written determination that only the identified brand name item or items will satisfy the County's needs or where procurement has been standardized herein.



(3) Competition: The Purchasing and Contracts Manager shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under ~~22-216~~ 8.1516 (Sole Source Procurement) of this Section.

8.1518 BUY AMERICAN/RECYCLABLE PRODUCTS. If a contract is being funded, in whole or in part, by assistance from a Federal agency, then the County shall adhere to the appropriate "Buy American" requirements, if any, of the Federal agency providing the assistance.

8.1519 COUNTY PROCUREMENT RECORDS.

(1) Contract File: All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the County in a contract file in the Purchasing and Contracts Division.

(2) Retention of Procurement Records: All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the Division of Archives of the State of Florida. If a contract is being funded, in whole or in part, by assistance from a federal agency, then all procurement records pertaining to that contract shall be maintained for three years from the closeout date of the funding Agreement or the final disposition of any controversy arising out of the funding Agreement.

III CONTRACT ADMINISTRATION

8.1520 PURPOSE. To establish a policy for the proper processing of contracts, including contract compliance, which are entered into by the Board of County Commissioners or its authorized designees.

8.1521 DIRECTIVES.

(1) The Purchasing and Contracts Division shall determine if it is in the best interest of the County to enter into a contractual agreement. The Purchasing and Contracts Division is responsible for improving Countywide contract administration. In addition, the Purchasing and Contracts Division will assist individual Departments/Divisions/Offices in complying with County Purchasing policies, procedures and code. It is the Department/Division/Office's responsibility to ensure contract compliance and take the necessary step to document contract performance related issues.

(2) The Purchasing and Contracts Division, in conjunction with the County Attorney's Office, is responsible for overseeing contract policies and procedures. The County Attorney's Office is charged with the responsibility of developing the contract and ensuring that all contractual agreements that Purchasing processes are legally and responsibly in compliance with Florida Statutes, County Code, resolutions, procedures, ordinances, and Federal law as applicable. The user agency's Director has the primary responsibility of ensuring that contracts are properly administered in compliance with Seminole County Code, resolutions, procedures, contract compliance requirements and Board Action.

(3) Contract administration involves negotiation between the parties; approval and execution of contracts and other written documents; encumbrance of funds; cost analysis; and monitoring of contracts. Those parties involved in Contract administration, their responsibilities and the procedures that they should follow are noted in the Internal Procedures for Purchasing and Contracting.



(4) In lieu of obtaining Board approval via the agenda process for exercising the renewals and options on Board approved contracts, the funds will be approved via the budget process each fiscal year the contract is in effect. The Department/Division office should state within the annual budget, under the appropriate account number, the type of services, contractor's name and the estimated dollar amount for that fiscal year.

(5) It is the responsibility of the Department/Division/Office administering a contract to ensure that all work orders, amendments and change orders to a contract are submitted promptly, fairly and completely.

(6) After contract award, administrative correspondence pertaining to contract administration can be signed by the County Manager or Purchasing and Contracts Manager or designee providing that it does not change the contract terms and conditions. This includes all documents associated with final acceptance and close out of construction documents.

8.1522 CONTRACT COMPLIANCE. The Purchasing and Contracts Division will assist user Departments/Divisions in complying with contract administration code and procedures on all contracts. The Purchasing and Contracts Division will represent the County as a whole and will balance contracting interests of the County with those of individual Departments/Divisions/Offices. User Departments/Divisions, and the Project Manager are responsible for contract compliance, specifically:

(1) **Contract Funding:** That cost and qualitative analysis shall occur at the organizational level where contract funding decisions are made.

(2) **Contract Monitoring:** Contract monitoring shall consist of both fiscal and performance monitoring. Fiscal monitoring shall determine a contractor's financial consultants management abilities; performance monitoring shall determine a contractor's effectiveness in meeting contract objectives. All invoices must be processed by Department personnel in strict conformance of the contract terms and conditions.

(3) **Contract Renewal Decisions:** The decision to renew a contract will include an assessment of the contractor's/consultant's performance. This assessment will provide a justification for making renewal decisions. If the evaluation indicates substandard contractor/consultant performance, a plan for corrective action shall be drafted. Alternatively, the decision can be made not to renew the contract and obtain new proposals from qualified suppliers.

(4) **Retroactive Contracts:** A contract is not retroactive. A contract is not legally binding until all parties have signed the contract document. In certain cases when it is in the best interest of the County, the Purchasing and Contracts Division may issue a letter to the contractor to begin performance if the award of the contract has been approved by the Board. When contractors begin providing services before a new or existing contract is fully approved (signed) or renewed, the contract is referred to as retroactive. The County does not allow for retroactive contracting. It is the Depart-

ment/Division/Office's responsibility to plan accordingly to ensure retroactive contracts are avoided. The County will not be responsible for payment of services or goods under a retroactive contract.

IV BONDS AND BID SECURITY

8.1523 SURETY BONDS. The Purchasing and Contracts Division is responsible for insuring that surety bonds are maintained. Before commencing work on the construction of a public building or repairs upon a public building or public work, the contractor shall deliver to the County a payment and performance bond which will be recorded in the public records of the County. The bonds must state the name and principal business address for both the principal and the surety and must contain a description of the project sufficient to identify it. Performance bonds for sub-divisions do not need to be recorded in the public records of the County.

8.1524 BID SECURITY.

(1) Requirement for Bid Security: Bid security shall be required for all competitive sealed bidding for capital improvement construction contracts when the price is estimated to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) or when the Purchasing and Contracts Manager or designee deemed appropriate. Bid security shall be an original bond provided by a surety company authorized to do business in the State of Florida or the equivalent in the form of a cashiers or certified check. The Purchasing and Contracts Manager may require bid security for other types of bids and RFPs.

(2) Amount of Bid Security: The amount of the bid security shall be indicated in the Contract Documents.

(3) Rejection of Bids for Noncompliance with Bid Security Requirements: When the Invitation for bids or RFPs requires security, noncompliance requires that the bid be rejected.

(4) Withdrawal of Bids: If a bidder is permitted to withdraw its bid before award, no action shall be brought against the bidder or the bid security.

8.1525 CONTRACT PERFORMANCE BONDS AND PAYMENT BONDS.

(1) As determined by the Purchasing and Contracts Manager or designee or mandated by Florida Statutes, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

(a) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred percent (100%) of the price specified in the contract.



(b) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract.

(2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds or in circumstances other than specified in this Section.

8.1526 Requirements. Sureties for all bid bonds, performance bonds and payment bonds must be included on the U.S. Department of Treasury listing and the bond amount shall not exceed the maximum amounts specified therein unless otherwise stipulated in the Invitation for bids or RFP.

V PROFESSIONAL SERVICES (CCNA)

8.1527 PUBLIC ADVERTISEMENT OF NEED FOR SERVICES. All requirements for CCNA Professional Services, as defined in Section 287.55, Florida Statutes, shall be publicly advertised at a minimum of once a week for one week in a newspaper of general paid circulation or as otherwise indicated in Florida Statutes. Allowable exceptions to public advertisement include:

(1) Projects involving a public emergency, pursuant to Section 220.41, Seminole County Purchasing Code.

(2) When the basic construction of the completed project is estimated to be less than TWO HUNDRED-FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) or defined as category five in Section 287.017, Florida Statutes, whichever is greater.

(3) When the fee for professional services for a planning or study activity is estimated to be less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) or defined as category two in Section 287.017, Florida Statutes, or as may be amended, whichever is greater.

8.1528 CONTINGENT FEES. Each contract for Professional Services shall contain a prohibition against contingent fees as required by Section 287.055(6), Florida Statutes.



8.1529 COMPETITIVE SELECTION.

(1) Recommendations for appointment of evaluation committee members who have knowledge and interest in the project should be suggested by the Project Manager for acquisition of professional and consultant services under an RFP or PS. The evaluation committee should consist of: Division Manager or designee, Project Manager, a staff member outside the requesting Division, and a staff member. The committee should be appointed by the Department Director. If the professional services to be provided is estimated to be over FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) per year, a Department Director should be on the evaluation committee. If the contract value exceeds ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per year, the Deputy or Assistant County Manager will be part of the evaluation committee.

(2) Notification of Need for Services:

(a) The evaluation committee shall determine specific qualifications necessary for the project consultant and specify the form for submittal of qualifications by prospective consultants. The architect/engineer evaluation criteria shall be the sole means of "short listing" firms who have submitted qualification packages and shall be provided to each interested party prior to their submittal.

(b) For publicly announced requirements, the Department/Division/Office will provide the Purchasing and Contracts Division a PS request and scope of services, evaluation criteria and the Purchasing and Contracts Division will publish the notice in a newspaper of general circulation in Seminole County and on the Internet and shall indicate how interested consultants may apply for consideration. Trade journals or trade magazines may also be utilized for public advertisement for consultant services. Purchasing will administer the closing of the proposals and the selection/negotiation committee meetings.

(c) Florida Statutes require reasonable notice to the public, such as evaluation/selection/negotiating sessions with consultants. The notice will include the committee's name and purpose, location of meeting, date and time of meeting. A copy of the meeting notice shall be posted in the Purchasing and Contracts Division and on the County's web site. Part of the notice of public meeting shall include the statement: "Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department, ADA Coordinator, 48 hours in advance of the meeting. If a person decides to appeal any decision made at this meeting, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.010, Florida Statutes." The Chairman of the meeting will ensure a record of the meeting is maintained, either through a written or recorded method and in accordance with the Public Records Law of the State of Florida.



(3) Evaluation of Consultants:

(a) The County shall make a finding that the firm or individual to be employed is duly qualified to render the required service. The evaluation committee shall review statements of qualification and performance data submitted in response to the public announcement and shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified, if at least three (3) firms respond to the announcement. If there are less than three (3) firms responding and after due diligence and searching it is decided every effort was made to meet Section 287.055, Florida Statutes, the County will interview all respondents and proceed with the evaluation process. Consultant evaluation criteria shall include, but may not be limited to: approach to work, the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads; and volume of work previously awarded, with the object of effecting an equitable distribution of contracts among qualified firms, provided such equitable distribution does not violate the principle of selection of the most highly qualified firms.

(b) The evaluation committee may conduct public presentations and/or shall conduct some type of discussions with a minimum of three (3) firms (if three firms submitted) pertaining to the firms' qualifications, approach to the project, and ability to furnish the required service. Each evaluation committee member shall rate each firm/individual by assigning the top firm number one (1), the second ranked firm number two (2), etc. If personal interviews are not conducted, the ratings applied during the "short list" phase, which should include discussion with the minimum of three (3) firms, will determine the rank order of firms for negotiation. At times, alternate procedures stated in the County Manager's Policies and Procedures may apply.

8.1530 CONTRACT NEGOTIATION.

(1) The negotiating committee shall be appointed by the Department Director and the Purchasing and Contracts Manager. The committee shall be comprised of the Division Manager or designee and two staff members of County government having knowledge and interest in the project. When professional services sought are over ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) or more, a Florida Certified Negotiator shall sit on the negotiating committee. Upon Board direction, the negotiating committee shall negotiate a contract with the most qualified firm for professional services for compensation which is determined to be fair and reasonable.

(2) Detailed discussions must be held by the firm and the County to clearly establish the scope of the project and the exact services to be performed by the Consultant. Such negotiations are usually successful. However, should the two parties fail to agree upon the level of cooperation, negotiations with the first firm are terminated and negotiations are commenced with the second ranked firm. If again unsuccessful the process is repeated with the next highest ranked firm. This process is continued

until a mutually agreeable contract is concluded or the project is abandoned or resubmitted.

(3) When required by Florida Statutes or at the direction of the Purchasing and Contracts Manager, the firm awarded the contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

(4) At times, audit provisions of the contract must be enforced. The best method for this audit is for an external audit to validate rates and invoices in accordance with contract language.

8.1531 RESERVATION OF AUTHORITY. The authority to issue or revise this Policy is reserved to the Board of County Commissioners subject to the provisions of Chapter 287, Florida Statutes.

VI DEBARMENT OR SUSPENSION

8.1532 AUTHORITY TO DEBAR OR SUSPEND. The Purchasing and Contracts Manager may suspend or debar for cause the right of a vendor to be included on a vendor list and any bid or response from that vendor may be rejected, provided that the Board shall have the authority to waive or remove such suspension or debarment.

8.1533 Suspension. A vendor may be suspended for a period not to exceed three years as determined by the Purchasing and Contracts Manager based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications, time limits, or terms of a bid, quotation, proposal or contract with the County; or

(2) Vendor commits any fraud or misrepresentation in connection with a bid, quotation, proposal or contract with the County; or

(3) Vendor is convicted by a court of competent jurisdiction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or

(4) Vendor is convicted by a court of competent jurisdiction of any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor.



(5) Confirmation that a vendor has been convicted of any charges specified under items 3 and 4 will be ascertained by contacting Clerk of the Court of the County and requesting the "Judgement and Sentence Form" for a felony and the disposition or minutes of the court action for a misdemeanor.

(6) Vendor becomes insolvent, has proceedings of bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or

(7) Vendor commission or any act or omission to perform any act which is grounds for debarment; or

(8) Vendor violates the ethical standards set forth in County, State or Federal law; or

(9) Vendor fails to comply with the M/WBE participation or M/WBE requirements as may be established in an awarded contract.

(10) Any other cause the Purchasing and Contracts Manager determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a business as a County contractor, including but not limited to suspension or debarment by another governmental entity for cause.

8.1534 DEBARMENT. A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, time limits, or terms of an Invitation for bids, Request for Proposal or contract with the County twice in any three year period.

(2) Conviction or judgment in a court of competent jurisdiction for commission of any offense listed in Chapter 220, Seminole County Code, in connection with the vendor's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the County.

8.1535 DECISION. After the Purchasing and Contracts Manager has determined he/she has cause to suspend or debar a vendor and has the concurrence of the County Attorney's Office, he/she shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken. A copy of this decision will be provided to all Board members.

8.1536 PUBLIC ENTITY CRIME. Any vendor who has been convicted of a public entity crime as defined by Section 287.133, Florida Statutes, shall not be able to transact business with the County to the extent as specified in Section 287.133(3)(a), Florida Statutes.



8.1537 FINALITY OF DECISION. The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 330.41, Florida Statutes, within thirty (30) business days after the date of notification.

VII PROTESTS, APPEALS AND REMEDIES

8.1538 PROTESTS.

(1) Right to Protest: Only bidders that submit proposals are eligible to submit a protest.

(2) Posting: The Purchasing and Contracts Division shall post a recommendation of award at the location where bids or proposals were or on the County's website.

(3) Protest Submission: A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the posting date of the award recommendation, unless the aggrieved person did not know or could not, with the exercise of diligence, have known of the facts giving rise to the protest prior to any of the aforementioned events. The aggrieved person has the burden to show he or she did not know and could not, with the exercise of diligence, have known of the facts giving rise to the protest. The bidder, offeror or contractor has the responsibility to contact the County and request the award recommendation results. Failure to contact the County for the award recommendation results to determine if a bid protest is warranted is considered lack of due diligence and a protest received after the five (5) business days specified will not be considered.

(4) The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.

(5) Receipt of Protest: A formal written protest is considered filed with the County when it is received by the Purchasing and Contracts Division. Accordingly, a protest is not timely filed unless it is received by the Purchasing and Contracts Division within the times specified in item (c). Failure to file a formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(6) General: These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to



influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with the Seminole County Purchasing Code and the Seminole County Administrative Code applicable to Purchasing. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or RFP.

(7) **Stay of Procurements During Protests:** In the event of a timely protest under this Section, the Purchasing and Contracts Manager shall not proceed further with the solicitation or award of the contract until a written determination is made by the Purchasing and Contracts Manager and approved by the County Manager or until the County Manager makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the County.

(8) **Authority to Resolve:** The Purchasing and Contracts Manager shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision to the protesting party within thirty (30) business days from the date of receipt of the protest.

(9) **Appeal Process:** The Purchasing and Contracts Manager's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Manager with an Appeal Bond. An advisory appeal committee, comprised of two members of the Fiscal-Administrative Service Department, other than the Purchasing and Contracts Manager, appointed by the Fiscal-Administrative Services Director and the user Department Director or Division Manager, shall have the authority to review the appeal and make recommendations to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Manager should be modified. The Appeal Committee shall render a written recommendation within thirty (30) business days from the date of the written notice of appeal. The formal rules of civil procedure and evidence will not be applied. The Appeal Committee shall render a final written recommendation to the County Manager. The County Manager shall render his or her final written decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

(10) **Appeal Bond:** Any person who files an action appealing a decision shall post with the Purchasing and Contracts Manager at the time of filing the formal written appeal a bond payable to the County in an amount equal to five percent (5%) of the County's estimate of the total contract value or *FIVE THOUSAND AND NO/100 DOLLARS* (\$5,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against appellee in the administrative hearing in which the action is brought and in any subsequent appellate court or court proceeding. In lieu of a bond, the County may accept a cashier's or certified check, or money order in the above referenced amount. If, after completion of the administrative hearing process and any court or appellate court proceedings, the County prevails, it shall



recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person appealing the decision, the bond, cashier's check, or money order shall be returned to him. If the person appealing the decision prevails, he shall recover from the County all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

(11) Reservation of Powers to Settle Actions Pending before the Courts: Nothing in this Section is intended to affect the existing powers of the Board to settle actions pending before the Courts.

8.1539 CONTRACT CLAIMS.

(1) Decision of the Purchasing and Contracts Manager: All claims by a contractor against the County relating to a contract shall be submitted in writing to the Purchasing and Contracts Manager for a decision. Claims include, without limitation, controversies arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) Notice to the Contractor of the Purchasing and Contract Manager's Decision: The decision of the Purchasing and Contracts Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.

(3) Finality of Purchasing and Contracts Manager's Decision; Contractor's Right to Appeal: The Purchasing and Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Purchasing and Contracts Division with an appeal bond.

(4) Render Timely Decision: The Purchasing and Contracts Manager with concurrence of the County Attorney shall issue a written decision regarding any contract controversy within sixty (60) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.

(5) Appeal Process: Any person aggrieved by the decision of the Purchasing and Contracts Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the Purchasing and Contracts Manager with an appeal bond. An advisory appeal committee, comprised of the Purchasing and Contracts Manager or designee and the user Department Director or Division Manager, shall have the authority to review the protest and render a written recommendation to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Manager should be modified. The Appeal Committee shall render a written recommendation within sixty (60) business days from the date of the written notice of



appeal and the County Manager shall render a final decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

8.1540 RIGHT TO PROTEST AWARD OF CERTAIN CONTRACTS AWARDED BY THE BOARD.

(1) This Section is applicable solely to protests filed by a recommended vendor after the award of a contract by the Board of County Commissioners was to other than that recommended vendor.

(2) Upon receipt of the written notice of protest, the Purchasing and Contracts Manager shall schedule a hearing before the Board of County Commissioners. The aggrieved person shall be given an opportunity to show why the award of contract by the Board of County Commissioners should be modified.

(3) The decision of the Board of County Commissioners shall be the final and conclusive administrative action.

VIII PURCHASING CARD

8.1541 METHOD OF OPERATION. The following are the County's operational policies governing procurement cards:

(1) Cardholder Spending Limits:

(a) The delegation of purchasing authority that the card provides to each cardholder sets the maximum dollar credit limit amount per month. Each time a cardholder makes a purchase with the card, the limit will be checked, and the authorization request will be declined should the purchase amount exceed the available credit amount. The maximum credit limit amount is set at TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) and cannot be exceeded without the express approval of the County Manager. Each cardholder's credit limit is recommended by the cardholder's supervisor on the "Purchase Card Request Form" and must be approved by the cardholder's Department Director and by the Purchasing Card Program Manager. Requests for a credit limit exceeding TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) must be justified in writing and approved by the County Manager prior to submission to the Purchasing Card Program Manager.

(b) The County's single item purchase limit for goods and services are set to a maximum of \$750.00. This purchase limit for goods and services may not be exceeded without the approval of the County Manager.



(c) The total transaction purchase(s) limit is defined as the maximum dollar limit per card. The total transaction purchase limit is set at TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) and can not be exceeded without the express approval of the County Manager. Each cardholder's total transaction purchase limit is recommended by the cardholder's supervisor on the "Purchase Card Request Form" and must be approved by the cardholder's Department Director and by the Purchasing Card Program Manager. Requests for a total transaction purchase limit exceeding TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) must be justified in writing and approved by the County Manager prior to submission to the Purchasing Card Program Manager.

(d) The daily transaction limit is defined as the number of credit card transactions allow in a twenty-four (24) hour period. The maximum daily transaction limit is set at 10 transactions per day and can not be exceeded without the express approval of the County Manager. Each cardholder's daily transaction limit is recommended by the cardholder's supervisor on the "Purchase Card Request Form" and must be approved by the cardholder's Department Director and by the Purchasing Card Program Manager. Requests for a daily transaction limit exceeding ten (10) per day must be justified in writing and approved by the County Manager prior to submission to the Purchase Card Program Manager.

(2) Purchasing Card Use:

(a) The purchasing card is to be used for COUNTY PURPOSES ONLY. The purchasing card may be used for all legitimate county purchases unless specifically prohibited in this section. The purchase card can be used for those items listed in Section 220.2 (b), Seminole County Purchasing Code, that are exempted from the purchasing process. The Purchasing Card can be used for travel expenses if authorized by the Department Director.

(b) The purchasing card has the cardholder's name embossed on it and is to be used only by that cardholder. No other person is authorized to use the card. Lost or stolen cards must be reported to the issuing bank and to the Purchasing Card Program Manager immediately on discovery.

(c) All requests for initial issue of purchase cards and for travel usage must be justified in writing and approved by the cardholder's Department Director. Purchase Cards will be issued by name to employees who have been approved.

(d) Each transaction may be comprised of multiple items, but each item(s) cannot exceed the single item purchase dollar limit and the transaction must be limited to \$2,500.00. Purchases will be denied if the authorized monthly purchase limit, the single purchase limit, or the daily transaction limit is exceeded. Purchases are not to be split in order to stay within the single transaction purchase limit.



(e) All items purchased over the counter to be paid by using the card must be immediately available. Back-ordering is not permitted.

(f) All items purchased by telephone order or from the Internet that will not be confirmed with a written order and will be paid by using the card must be delivered by the vendor within the thirty (30) day billing cycle. The order should not be placed without this assurance.

(g) All items purchased during one telephone or Internet transaction that will not be confirmed by a written order must be delivered in a single delivery. No back-ordering is allowed.

(h) The purchasing card MAY NOT be used to purchase fuel, oil, personal items, telephone calls, or tangible personal property as defined by Florida Statute.

(i) The purchasing card MAY NOT be used to make cash advances or to write VISA checks.

(j) Purchases may be made by telephone or the Internet when the supplies or services can be described in sufficient detail so that the parties to the transaction have a clear understanding of what is being acquired.

(k) When a purchase is made that will be paid using the card, whether it is done over the counter, over the internet or by telephone, a document must be retained as proof of purchase. These documents will later be used to verify the purchases shown on the cardholder's monthly statement.

(l) All requests for travel must be in accordance with the County's travel policy.

(3) ~~Purchasing and Travel~~ Card Training:

(a) Initial Training: Each cardholder will be provided with initial training prior to issuance of the purchasing ~~and travel~~ card. The training will cover the proper use and restrictions of the purchasing ~~and travel~~ card.

(b) Annual Training: Training will be provided at least once per year. Annual training will be mandatory for all cardholders and all approving officials. Cardholders missing the scheduled annual training will be given an opportunity to take makeup training. Failure to accomplish mandatory annual training will result in loss of card privileges. Approving officials who miss the scheduled annual training will be given an opportunity to makeup training. Failure to accomplish mandatory annual training will result in loss of Approving Official authority and cardholder privileges for cardholders reporting to that official.



(4) **Emergency Purchase Cards:** The Purchasing and Contracts Division has four purchase cards designated as "Emergency Purchase Cards". These cards are secured in the Purchasing and Contracts office and are only to be used in the event of a declared emergency as provided in Section 220.41, Seminole County Purchasing Code. Emergency purchase cards are only to be used by Purchasing and Contracts Division personnel or other County employees designated by the County Manager. Purchases made with emergency purchase cards must follow procedures outlined in the Seminole County Administrative Code. However, during declared emergencies, emergency purchase cards may be used without regard to dollar limits or exempt items. Any purchase that could be made with a purchase order may be made with the emergency purchase card during emergencies.

(5) **Purchase Card Program Internal Controls:**

(a) The Purchase Card Program Manager will establish automated card restrictions as allowed by the issuing bank's software. Restrictions will be in compliance with this Code and internal policies. The Program Manager will establish a County Finance account allowing access to the issuing Bank's database. This will allow County Finance to view cardholder information and statements online.

(b) County Finance will review each statement and supporting documentation. County Finance will contact cardholders directly and attempt to resolve any statement discrepancy found. If unable to resolve the issue with the cardholder directly, County Finance will elevate the problem to the Purchasing Card Program Manager for resolution. A form will be used to assist and document the issue. In addition, County Finance will notify the Purchasing Card Program Manager of all missing signatures, discrepancies, late statements, or suspicious purchases so the Program Manager may investigate and take appropriate action.

8.1542 TRAVEL CARDS. This section provides instructions on the proper use of the County Travel Card, which includes travel cards as a supplement to purchase orders and travel expenditures.

(1) **General Information:**

(a) The travel card that an employee receives has his/her name embossed on it and the words "Seminole County Travel" at the bottom of the card. No member of his/her staff, family, supervisor or anyone else may use this card. It has been specifically designed to avoid confusion with personal credit cards. Each Director shall have custody of their Department personnel travel cards. Lost or stolen cards must be reported to the issuing Bank and to the Purchasing Card Program Manager immediately on discovery.

(b) All requests for travel must be in accordance with the County's travel policy. After the travel has been approved that person has a choice to use the



~~Travel Card to be issued by the Director (if they have a travel card) or use their own funds to be reimbursed by filing a travel claim.~~

~~(c) Use of the Travel Card is limited to dates and times the cardholder is on official County travel and the use of the card must be in compliance with the County's travel policy.~~

~~(d) Purchasing procedures require that users of a Travel Card follow purchasing card procedures, including obtaining the signature of the approving official which attests to approval of the items on the travel card statement as County business. Cardholders must submit original itemized receipts with their monthly Travel Card statements.~~

8.1543-8.1542 DISCIPLINARY ACTION GUIDELINES. Improper or unauthorized use of the Purchasing or Travel Card.

(1) The Purchasing Card Program Manager's responsibility:

(a) Any incident of improper or unauthorized use of the card shall be immediately reported to the Purchasing Card Program Manager.

(b) The Purchasing Card Program Manager may suspend or terminate cardholder privileges for improper or unauthorized use.

(c) Failure to submit monthly statements and reports related to cardholder activity within the time periods specified in the County Manager's Internal Purchasing Procedures and the Purchasing Code may result in the following:

- First Offense: Suspension of cardholder privileges for a minimum of seven (7) days.
- Second Offense: Suspension of cardholder privileges for a minimum of thirty (30) days.
- Third Offense: Immediate termination of cardholder privileges and a written reprimand from the Purchasing Card Program Manager to be maintained in the employee's County personnel file.

(d) The Purchasing Card Program Manager will notify the County Manager of the violation above and any action that was taken.



(2) The County Manager's responsibility:

(a) The appropriate disciplinary action will be dispensed by the County Manager based on consultation with the individual cardholder, the cardholder's supervisor, and the Purchasing Card Program Manager. Depending on the circumstances and the severity of the infraction, the County Manager may delegate this responsibility to the cardholder's Department Director.

(b) Improper or unauthorized use of the card may result in any or all of the following:

- Written reprimand, placed in the cardholder's personnel file.
- Three days suspension without pay.
- Termination of employment with Seminole County
- In addition to any administrative and disciplinary action that may be taken, the employee may be required to reimburse the County for the total amount of the improper charges through payroll deduction or direct payment.

IX ETHICAL CONSIDERATION

8.1544-8.1543 SANCTIONS.

(1) Ethics in Public Contracting: No employee, officer, or agent of the contractor can participate in the selection, award, or administration of a contract with Seminole County if a conflict of interest, real or apparent, is involved. All information defined under Seminole County Personnel Policy therein applies to contract compliance. A conflict can exist whenever a contractor's/consultant's interests are at odds with the interests of the County or the public it serves. Disclosure to the Purchasing and Contracts Division is required when a contract decision maker has a conflict of interest with a person or organization with whom they are affiliated. Affiliation can include organizations the employees or their immediate family own, work for as an employee, or represent as an agent. Gratuities and kickbacks are not allowed.

(2) Employees: Violations of the ethical standards in the Seminole County Purchasing eCode shall constitute a major offense under Seminole County Personnel Policies and an employee shall be subject to the sanctions provided therein for their violation.

(3) Non-employees: The County Manager may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:

- (a) Written warnings or reprimands;

(b) Termination of contracts; or

(c) Debarment or suspension as provided in the Seminole County Administrative Code.

X SMALL BUSINESS/MINORITY/WOMEN

8.1545 8.1544 SMALL BUSINESS/MINORITY/WOMEN/ENTERPRISES. To facilitate increased participation from small business enterprises including minority and women owned businesses, the Purchasing and Contracts Division will:

(1) Encourage maximum small, minority and women owned business participation in all Seminole County procurements.

(2) Endeavor to identify on an annual basis local small business enterprises, including minority and women owned businesses, which are eligible for certification in all areas of providing County services, supplies, materials, equipment, and construction.

(3) Provide assistance in preparation of bid/quote responses to any vendor requesting assistance.

(4) Participate in workshops and programs sponsored by the County or other Federal, State, County or Municipal governments which are intended to educate, certify and/or promote a greater participation of small business enterprises, including minority and women owned businesses.

XI DESIGN/BUILD CONTRACTS - Reserved

AUTHORITY. Resolution 2007-R-70 adopted April 10, 2007
Resolution 2007-R-42 adopted March 13, 2007
Resolution 2006-R-182 adopted August 8, 2006
Resolution 2002-R-47 adopted March 23, 2002